

CONTRACT # 009147

## STATE OF UTAH CONTRACT

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

<u>Transportation</u>	<u>810</u>	<u>UDOT/Central Warehouse</u>	referred to as STATE and the following:
Agency Name	Agency Code	Division	
CONTRACTOR: <u>Sierra Truck Body &amp; Equipment</u>			LEGAL STATUS OF CONTRACTOR
Name			<u>          </u> Sole Proprietor
<u>4080 Areata Way</u>			<u>          </u> Non-Profit Corporation
Address			<u>  X  </u> For-Profit Corporation
<u>Las Vegas</u>	<u>NV</u>	<u>89030</u>	<u>          </u> Partnership
City	State	Zip Code	<u>          </u> Government Agency
<u>George Patow</u>		<u>(702) 633-7182</u>	<b>Fax: 702-633-7182</b>
Contact Person		Phone Number	
<u>880440917</u>	<u>91613A</u>	<u>2207200011</u>	
Federal ID#	Vendor Number	Commodity Code(s)	

2. CONTRACT TYPE AND PURPOSE:

Requirements contract to provide the State with Vehicle Mounting Pavement Temperature Sensors.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid #
- JG3089

Requisition # 810 36000000093, FY 2003, or a pre-approved sole source.

4. CONTRACT PERIOD: Effective date:
- 01/01/03
- . Termination date:
- 12/31/06
- <sup>05 Dec</sup>
- , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any):
- two one-year
- .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of:
- \$999,999.99
- for costs authorized by this contract.

6. ATTACHMENT A: Standard Terms and Conditions  
 ATTACHMENT B: Specification.  
 ATTACHMENT C: Special Terms & Conditions  
 ATTACHMENT D: Pricing

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.

B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # JG3089 dated 12/17/02.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

George Patow  
 CONTRACTOR  
 Contractor's Signature  
Sierra Truck Body & Equip  
 Contractor's Name  
Sales Manager  
 Title

Neal Christensen  
 STATE OF UTAH  
 Neal Christensen, Admin. Service Director  
DPH/Kina 2/10/03  
 Division of Purchasing  
 CONTRACT RECEIVED  
 PROCESSED BY  
 DIVISION OF FINANCE

Division of Finance

ENT'D MAR 9 2005

<u>MARTY JOHNSTON</u> <del>Denise McCarthy</del>	<u>(801) 965-4761</u>	<u>(801) 965-4818</u>
Agency Contact Person	Phone Number	Fax Number

Revision date: Jul 2, 200

JUL 23 2005

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.

## ATTACHMENT B: SPECIFICATION FOR VEHICLE MOUNTED PAVEMENT TEMPERATURE SENSORS

- 1.0 The Contractor shall provide Infrared type pavement temperature sensors in accordance with the following requirements.
- 2.0 **ACCURACY:**  $\pm 1$  degree C, or 1% of full scale.
- 3.0 **REPEATABILITY:** +0.5% of Full Scale.
- 4.0 **EMISSIVITY:** Factory calibrated at 0.96.
- 5.0 **CALIBRATION:** Lifetime Factory digital calibration.
- 6.0 **FIELD OF VIEW:** 10 degrees.
- 7.0 **OPERATING VOLTAGE:** 12 V. DC nominal.
- 8.0 **READOUT SCALES:** Selectable Celsius or Fahrenheit.
- 9.0 **ROAD TEMPERATURE DISPLAY RANGE:** to +90 degrees C.
- 10.0 **AIR TEMPERATURE DISPLAY RANGE:** -40 to +45 degrees C.
- 11.0 **RESPONSE TIME:** 100 milliseconds, dampened to 500 milliseconds.
- 12.0 **POWER CONSUMPTION:** 200 Milliamps
- 13.0 **AMBIENT TEMPERATURE RANGE:** - 40 to + 75 Degrees C.
- 14.0 **CABLE:** 3.65 Meter (12ft. ) shielded
- 15.0 **WEIGHT:** Sensor, 200 Grams ( 7oz.), Display ; 110-GRAMS (4 oz)
- 16.0 **SENSOR FEATURE:**  
  
100 CM. (4in.) Long anodized Aluminum closure, EMI/RFI shielded electronics, truck mirror mounting standard. Other mounting options available.
- 17.0 **DISPLAY FEATURES:**  
  
Standard size gauge enclosure. Illuminated L.E.D. Digital display. Threshold visual alert. Selectable Celsius or Fahrenheit.
- 18.0 **RS-232 OUTPUT:**  
  
(Model RW -2) Output cable, with development support software for use with other devises.
- 19.0 **INSTALLATION TIME:** Approximately one hour.

**ATTACHMENT C: SPECIAL TERMS AND CONDITIONS FOR VEHICLE MOUNTED  
PAVEMENT TEMPERATURE SENSORS**

**1. CONTRACT PURCHASE**

This is a Requirements Contract to provide the State with Vehicle pavement sensors, for a period of three years, to include <sup>two</sup>~~one~~ one- year options.

**2. QUANTITY OR AMOUNT ESTIMATES**

The State does not guarantee to purchase any service/amount under this contract. Estimated contract amounts/quantities are for bidding purpose only and are not to be construed as a guarantee to purchase any service/amount.

**3. WAGES**

The Contractor shall be responsible for all applicable company wages in accordance with the federal state, and local laws and ordinance.

**4. NON-ASSIGNMENT**

The contractor shall not sublet, assign or transfer any part of this contract without prior written approval from Procurement Manager of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior approval from the Procurement Manager/ Procurement Supervisor of the Utah Department of Transportation.

**5. INVOICING**

THE CONTRACT NUMBER AND ORDER NUMBER MUST APPEAR ON ALL INVOICES. BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO EACH ORDER AND DELIVERY.

In the event the State is entitled to a cash discount, the period of computation shall commence on the delivery date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

The Contractor shall submit invoices to:  
UTAH DEPARTMENT OF TRANSPORTATION  
4501 South 2700 West  
Box 141500  
Salt Lake City, Utah 84119.

The State will remit payment by mail.

**6. PRICING**

The Contractor agrees that the prices bid on materials/services in this contract shall be guaranteed for one (1) year.

Any change request on prices must guarantee the price for the same length of time as indicated above and must be made at least thirty (30) days prior to the requested effective date. Any such request must include sufficient documentation supporting this request. Requests for change on any pricing in this contract shall not be effective until it is approved by the Procurement Manager of the Utah Department of Transportation.

**7. DELIVERY**

The shipping terms on this contract are F.O.B. destination.

**ATTACHMENT D: PRICING ON VEHICLE MOUNTED PAVEMENT TEMPERATURE  
SENORS**

1. **PRICING:** Bid price includes freight and takes 5 to 7 days for delivery      \$560.00 each

UDOT's inventory # 22072000011

**Note:** There's a 1 year warrantee and a 6 month shelf life